

Used Oil Program Financial Assurance Mechanism Forms Published by the Executive  
Secretary of the Solid and Hazardous Waste Control Board of the State of Utah.  
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## Used Oil Program Financial Assurance Mechanisms Forms

**APPLICABILITY** This publication presents the forms with the required wording to be used for the financial assurance mechanisms found in Section R315-15-12, "the FORMS". The Executive Secretary may substitute new language for the language found in any of the financial assurance mechanism forms when such wording changes are necessary to conform to applicable financial industry needs, when a specific financial industry-wide consensus wording changes are submitted to the Executive Secretary.

Actual copies of the forms may be used or you may adapt them to your word processing system.

If adapted for electronic word processing, then the size, font, and format may be adjusted however, they must be similar and the wording shall be unchanged.

Electronic versions in Adobe's "PDF" and Microsoft's "doc" (Windows XP version) formats are available on request from the Used Oil Program (801.538.6170) in the Division of Solid and Hazardous Waste of the Utah Department of Environmental Quality.

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[Form 17.2 "TRUST AGREEMENTS" The trust agreement for a trust fund must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

## **TRUST AGREEMENT**

Trust Agreement, the "AGREEMENT," entered into as of [date] by and between [name of the owner or operator], a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "GRANTOR," and [name of corporate trustee], [insert "incorporated in the State of \_\_\_\_\_" or "a national bank" or "national association" (charter number, if national association)], the "TRUSTEE." Whereas, the Solid and Hazardous Waste Control Board of the State of Utah, the "BOARD", has established certain regulations applicable to the GRANTOR, requiring that an owner or operator of a used oil management facility shall provide assurance that funds will be available when needed for cleanup and closure of the facilities, Whereas, the GRANTOR has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein, Whereas, the GRANTOR, acting through its duly authorized officers, has selected the TRUSTEE to be the trustee under this agreement, and the TRUSTEE is willing to act as trustee, Now, therefore, the GRANTOR and the TRUSTEE agree as follows:

### **Section 1. Definitions. As used in this AGREEMENT:**

- (a) The term "GRANTOR" means the owner or operator who enters into this AGREEMENT and any successors or assigns of the GRANTOR.
- (b) The term "TRUSTEE" means the TRUSTEE who enters into this AGREEMENT and any successor TRUSTEE.
- (c) The term "BENEFICIARY" means the EXECUTIVE SECRETARY of the Solid and Hazardous Waste Control Board of the State of Utah.

**Section 2. Identification of Facilities and Cost Estimates.** This AGREEMENT pertains to the facilities and cost estimates identified on attached SCHEDULE A [on SCHEDULE A, for each facility list the EPA Identification Number, name, address, and the current cleanup and closure cost estimates, or portions thereof, for which financial assurance is demonstrated by this AGREEMENT].

**Section 3. Establishment of FUND.** The GRANTOR and the TRUSTEE hereby establish a trust fund, the "FUND," for the benefit of the EXECUTIVE SECRETARY of the BOARD, the "EXECUTIVE SECRETARY". The GRANTOR and the TRUSTEE intend that no third party have access to the FUND except as herein provided. The FUND is established initially as consisting of the property, which is acceptable to the TRUSTEE, described in SCHEDULE

B attached hereto. Such property and any other property subsequently transferred to the TRUSTEE is referred to as the FUND, together with all earnings and profits thereon, less any payments or distributions made by the TRUSTEE pursuant to this AGREEMENT. The FUND shall be held by the TRUSTEE, IN TRUST, as hereinafter provided. The TRUSTEE shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the GRANTOR, any payments necessary to discharge any liabilities of the GRANTOR established by the EXECUTIVE SECRETARY.

Section 4. Payment for Cleanup and Closure. The TRUSTEE shall make payments from the FUND as the EXECUTIVE SECRETARY shall direct, in writing, to provide for the payment of the costs of cleanup and closure of the facilities covered by this AGREEMENT. The TRUSTEE shall reimburse the GRANTOR or other persons as specified by the EXECUTIVE SECRETARY from the FUND for cleanup and closure expenditures in such amounts as the EXECUTIVE SECRETARY shall direct in writing. In addition, the TRUSTEE shall refund to the GRANTOR such amounts as the EXECUTIVE SECRETARY specifies in writing. Upon refund, such funds shall no longer constitute part of the FUND as defined herein.

Section 5. Payments Comprising the FUND. Payments made to the TRUSTEE for the FUND shall consist of cash or securities acceptable to the TRUSTEE.

Section 6. TRUSTEE Management. The TRUSTEE shall invest and reinvest the principal and income of the FUND and keep the FUND invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the GRANTOR may communicate in writing to the TRUSTEE from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the FUND, the TRUSTEE shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the GRANTOR, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The TRUSTEE is authorized to invest the FUND in time or demand deposits of the TRUSTEE, to the extent insured by an agency of the Federal or State government; and
- (c) The TRUSTEE is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The TRUSTEE is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the FUND to any common, commingled, or collective trust fund created by the TRUSTEE in which the FUND is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the TRUSTEE. The TRUSTEE may vote such shares in its discretion.

Section 8. Express Powers of TRUSTEE. Without in any way limiting the powers and discretions conferred upon the TRUSTEE by the other provisions of this AGREEMENT or by law, the TRUSTEE is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the TRUSTEE shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the FUND in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the TRUSTEE in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the TRUSTEE shall at all times show that all such securities are part of the FUND;
- (d) To deposit any cash in the FUND in interest-bearing accounts maintained or savings certificates issued by the TRUSTEE, in its separate corporate capacity, or in any other banking institution affiliated with the TRUSTEE, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the FUND.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the FUND and all brokerage commissions incurred by the FUND shall be paid from the FUND. All other expenses incurred by the TRUSTEE in connection with the administration of this Trust, including fees for legal services rendered to the TRUSTEE, the compensation of the TRUSTEE to the extent not paid directly by the GRANTOR, and all other proper charges and disbursements of the TRUSTEE shall be paid from the FUND.

Section 10. Annual Valuation. The TRUSTEE shall annually, at least 30 days prior to the anniversary date of establishment of the FUND, furnish to the GRANTOR and to the appropriate EXECUTIVE SECRETARY a statement confirming the value of the Trust. Any securities in the FUND shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the FUND. The failure of the GRANTOR to object in writing to the TRUSTEE within 90 days after the statement has been furnished to the GRANTOR and the EXECUTIVE SECRETARY shall constitute a conclusively binding assent by the GRANTOR, barring the GRANTOR from asserting any claim or liability against the TRUSTEE with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The TRUSTEE may from time to time consult with counsel, who may be counsel to the GRANTOR, with respect to any question arising as to the construction of this AGREEMENT or any action to be taken hereunder. The TRUSTEE shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. TRUSTEE Compensation. The TRUSTEE shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the GRANTOR.

Section 13. Successor TRUSTEE. The TRUSTEE may resign or the GRANTOR may replace the TRUSTEE, but such resignation or replacement shall not be effective until the GRANTOR has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the TRUSTEE hereunder. Upon the successor trustee's acceptance of the appointment, the TRUSTEE shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the FUND. If for any reason the GRANTOR cannot or does not act in the event of the resignation of the TRUSTEE, the TRUSTEE may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the GRANTOR, the EXECUTIVE SECRETARY and the present TRUSTEE by certified mail 10 days before such change becomes effective. Any expenses incurred by the TRUSTEE as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the TRUSTEE. All orders, requests, and instructions by the GRANTOR to the TRUSTEE shall be in writing, signed by such persons as are designated in the attached EXHIBIT A or such other designees as the GRANTOR may designate by amendment to EXHIBIT A. The TRUSTEE shall be fully protected in acting without inquiry in accordance with the GRANTOR's orders, requests, and instructions. All orders, requests, and instructions by the EXECUTIVE SECRETARY to the TRUSTEE shall be in writing, signed by the EXECUTIVE SECRETARY, or their designees, and the TRUSTEE shall act and shall be fully protected in acting in accordance with such orders, requests, and



instructions. The TRUSTEE shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the GRANTOR or EXECUTIVE SECRETARY hereunder has occurred. The TRUSTEE shall have no duty to act in the absence of such orders, requests, and instructions from the GRANTOR and/or EXECUTIVE SECRETARY, except as provided for herein.

Section 15. Notice of Nonpayment. The TRUSTEE shall notify the GRANTOR and the appropriate EXECUTIVE SECRETARY by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the GRANTOR during that period. After the pay-in period is completed, the TRUSTEE shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This AGREEMENT may be amended by an instrument in writing executed by the GRANTOR, the TRUSTEE, and EXECUTIVE SECRETARY, or by the TRUSTEE and the appropriate EXECUTIVE SECRETARY if the GRANTOR ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this AGREEMENT as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the GRANTOR, the TRUSTEE, and the EXECUTIVE SECRETARY or by the TRUSTEE and the EXECUTIVE SECRETARY if the GRANTOR ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the GRANTOR.

Section 18. Immunity and Indemnification. The TRUSTEE shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the GRANTOR or the EXECUTIVE SECRETARY issued in accordance with this AGREEMENT. The TRUSTEE shall be indemnified and saved harmless by the GRANTOR or from the Trust FUND, or both, from and against any personal liability to which the TRUSTEE may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the GRANTOR fails to provide such defense.

Section 19. Choice of Law. This AGREEMENT shall be administered, construed, and enforced according to the laws of the State of Utah.

Section 20. Interpretation. As used in this AGREEMENT, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this AGREEMENT shall not affect the interpretation or the legal efficacy of this AGREEMENT.

In Witness Whereof the parties have caused this AGREEMENT to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this AGREEMENT is identical to the wording specified by the Executive Secretary.

[Signature of GRANTOR [Title] Attest: [Title] [Seal]

[Signature of TRUSTEE] Attest: [Title] [Seal]

[Example Certificate of Acknowledgement]

State of [insert here ] County of [insert here]

On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of Notary Public]

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[Form 17.3, "SURETY BOND GUARANTEEING PAYMENT INTO A STANDBY TRUST AGREEMENT TRUST FUND" The surety bond guaranteeing payment into a standby trust agreement trust fund must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **FINANCIAL GUARANTEE BOND**

Effective date: [insert here] Principal: [legal name and business address of owner or operator]  
Type of Organization: [insert "individual," "joint venture," "partnership," or "corporation"]  
State of incorporation: Surety(ies): [name(s) and business address(es)]  
[EPA Identification Number, name, address and cleanup and closure amount; for each facility guaranteed by this bond]

Total penal sum of bond: \$[ insert here] Surety's bond number: [insert here] Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah (hereinafter called the EXECUTIVE SECRETARY) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required by, Used Oil Management Act, as amended, and the Utah Administrative Code R315-15, the "RULES", as amended, to have an approved permit by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah in order to own or operate each used oil management facility identified above, and

Whereas said Principal is required to provide financial assurance for cleanup and closure, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

Or, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after a final order to begin closure is issued by an EXECUTIVE SECRETARY or a U.S. district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in the RULES, as applicable, and obtain the EXECUTIVE SECRETARY's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EXECUTIVE SECRETARY from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by an EXECUTIVE SECRETARY that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EXECUTIVE SECRETARY. The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the EXECUTIVE SECRETARY provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EXECUTIVE SECRETARY as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EXECUTIVE SECRETARY. [The following paragraph is an optional rider that may be included but is not required: [[Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new cleanup and closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the EXECUTIVE SECRETARY.]]

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety

bond is identical to the wording specified in the RULES as such regulations were constituted on the date this bond was executed.

Principal [Signature(s)] [Name(s)] [Title(s)] [Corporate seal]

Corporate Surety(ies) [Name and address] [State of incorporation:]

Liability limit: \$[insert here]

[Signature(s)] [Name(s) and title(s)] [Corporate seal] [For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: \$[insert here]

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[Form 17.4, "IRREVOCABLE STANDBY LETTER OF CREDIT WITH STANDBY TRUST AGREEMENT" The letter of credit must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **IRREVOCABLE STANDBY LETTER OF CREDIT**

[insert current name of the EXECUTIVE SECRETARY] Executive Secretary, Solid and Hazardous Waste Control Board of the State of Utah

Dear Sir or Madam: We hereby establish our Irrevocable Standby Letter of Credit No. [insert here] in your favor, at the request and for the account of [owner's or operator's name and address] up to the aggregate amount of [in words] U.S. dollars \$[ insert here], available upon presentation of

(1) Your sight draft, bearing reference to this letter of credit No. [insert here], and

(2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations established under authority of the Used Oil Management Act, as amended, and the Utah Administrative Code R315-15, as amended, the "RULES", by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah." This letter of credit is effective as of [date] and shall expire on [date at least 1 year later], but such expiration date shall be automatically extended for a period of [at least 1 year] on [date] and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and [owner's or operator's name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and [owner's or operator's name], as shown on the signed return receipts. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of [owner's or operator's name] in accordance with your instructions.

We certify that the wording of this letter of credit is identical to the wording specified in Utah Administrative Code R315-15 as such regulations were constituted on the date shown immediately below.

[Signature(s) and title(s) of official(s) of issuing institution]

[Date]

This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"].



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[Form 17.5, "INSURANCE ENDORSEMENT OF CLEANUP AND CLOSURE" The insurance endorsement of cleanup and closure must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **UTAH USED OIL POLLUTION INSURANCE ENDORSEMENT FOR CLEANUP AND CLOSURE**

1. The INSURER certifies that the POLICY [policy number] to which the endorsement is attached provides financial assurance for cleanup and closure for the facilities identified herein. The Insurer further warrants that such policy conforms in all respects with the requirements of Utah Administrative Code R315-15, the "RULES" as applicable and as such regulations were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency. This coverage applies solely to Pollution Conditions arising during the course of used oil operations of the facilities covered: Facilities Covered: [List for each facility: The EPA Identification Number, name, address, and the amount of insurance for cleanup and closure (these amounts for all facilities covered must total the face amount shown below).]

Face Amount: [insert here] Policy Number: [insert here] Effective Date: [insert here].

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (h) of this Paragraph 2 as they apply to the RULES are hereby amended to conform with subsections (a) through (h):

- (a) Bankruptcy or insolvency of the INSURED shall not relieve the INSURER of its obligations under the POLICY to which this endorsement is attached.
- (b) The INSURER is liable for the payment of amounts within any deductible, retention, self-insured retention (SIR), or reserve applicable to the POLICY, with a right of reimbursement by the INSURED to the INSURER for any such payment made by the INSURER. This provision does not apply with respect to that amount of any deductible, retention, self-insured retention (SIR), or reserve for which coverage is demonstrated as specified in Section R315-15-12.
- (c) Whenever requested by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah, the INSURER agrees to furnish to the EXECUTIVE SECRETARY a signed duplicate original of the POLICY and all endorsements.
- (d) Cancellation of this endorsement, whether by the INSURER, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having

an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the used oil management facility, will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for transit, loading and unloading of used oil to or from facility(ies) which are located in Utah.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(f) It is agreed that this ENDORSEMENT and all POLICY provisions related to this ENDORSEMENT shall be construed pursuant to the laws of the State of Utah and that in the event of the failure of the INSURER to pay any amount claimed to be due hereunder, the INSURER and the INSURED will submit to the jurisdiction of the State of Utah, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this POLICY shall be determined in accordance with the law and practice of the State of Utah (notwithstanding Utah's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER's right to remove an action to a United States District Court in the District of Utah.

(g) Endorsement(s) added to, or removed from the POLICY that have the effect of affecting the environmental pollution legal liability language, directly or indirectly, shall be approved in writing by the EXECUTIVE SECRETARY before said endorsement(s) become effective.

(h) INSURER or INSURED shall not contest the use of "drafting history" in a judicial interpretation of this ENDORSEMENT and the POLICY.

Attached to and forming part of POLICY No.[ insert here] issued by [insurance company name in the state in which it is licensed to do business], herein called the INSURER, of [address of insurance company named above] to [name of company being permitted] this [insert here] day of [month], [year]. The effective date of said POLICY is [insert here] day of [month], [year].

I hereby certify that the wording of this endorsement is identical to the wording supplied by the EXECUTIVE SECRETARY, and that the INSURER is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines INSURER, in one or more States.

[Authorized signature for Insurer]

[Name of person signing]

[Title of person signing]

Signature of [witness or notary]: [date]

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[Form 17.6, "USED OIL TRANSPORTER POLLUTION LIABILITY ENDORSEMENT FOR SUDDEN OCCURRENCE" The used oil transporter pollution liability endorsement for sudden occurrence must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **UTAH USED OIL TRANSPORTER POLLUTION LIABILITY ENDORSEMENT FOR SUDDEN OCCURRENCE**

1. The INSURER certifies that the POLICY [policy number] to which the endorsement is attached provides legal liability insurance for third-party Claims for Bodily Injury, Property Damage, and Clean-Up Costs due to Pollution Conditions that arise during the course of transit, loading and unloading of used oil to or from facility(ies) in the state of Utah in accordance with the INSURED's obligation to demonstrate responsibility under Utah Administrative Code (UAC) R315-15-10, the "RULES". This coverage applies solely to Pollution Conditions arising during the course of transit, loading and unloading, to or from facility(ies) in the state of Utah, of used oil in the state of Utah by [company name, EPA ID number ] for sudden accidental occurrences. The limits of liability are 1,000,000 US dollars each occurrence and 2,000,000 US dollars annual aggregate limits of the INSURER's liability, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (h) of this Paragraph 2 as they apply to the RULES are hereby amended to conform with subsections (a) through (h):

(a) Bankruptcy or insolvency of the INSURED shall not relieve the INSURER of its obligations under the POLICY to which this endorsement is attached.

(b) The INSURER is liable for the payment of amounts within any deductible, retention, self-insured retention (SIR), or reserve applicable to the POLICY, with a right of reimbursement by the INSURED to the INSURER for any such payment made by the INSURER. This provision does not apply with respect to that amount of any deductible, retention, self-insured retention (SIR), or reserve for which coverage is demonstrated as specified in Section R315-15-12.

(c) Whenever requested by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah, the INSURER agrees to furnish to the EXECUTIVE SECRETARY a signed duplicate original of the POLICY and all endorsements.

(d) Cancellation of this endorsement, whether by the INSURER, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or

operator of the used oil management facility, will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for transit, loading and unloading of used oil to or from facility(ies) which are located in Utah.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(f) It is agreed that this ENDORSEMENT and all POLICY provisions related to this ENDORSEMENT shall be construed pursuant to the laws of the State of Utah and that in the event of the failure of the INSURER to pay any amount claimed to be due hereunder, the INSURER and the INSURED will submit to the jurisdiction of the State of Utah, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this POLICY shall be determined in accordance with the law and practice of the State of Utah (notwithstanding Utah's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER's right to remove an action to a United States District Court in the District of Utah.

(g) Endorsement(s) added to, or removed from the POLICY that have the effect of affecting the environmental pollution legal liability language, directly or indirectly, shall be approved in writing by the EXECUTIVE SECRETARY before said endorsement(s) become effective.

(h) INSURER or INSURED shall not contest the use of "drafting history" in a judicial interpretation of this ENDORSEMENT and the POLICY.

Attached to and forming part of POLICY No. [insert here] issued by [insurance company name in the state in which it is licensed to do business], herein called the INSURER, of [address of insurance company named above] to [name of company being permitted] this [insert here] day of [month], [year]. The effective date of said POLICY is [insert here] day of [month], [year].

I hereby certify that the wording of this endorsement is identical to the wording supplied by the EXECUTIVE SECRETARY, and that the INSURER is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines INSURER, in one or more States.

[Signature of Authorized Representative of INSURER]

[Type name]

[Title], Authorized Representative of [name of INSURER]

[Address of Representative/contact telephone number]

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[Form 17.7, USED OIL POLLUTION LIABILITY ENDORSEMENT FOR SUDDEN OCCURRENCE" The used oil pollution liability endorsement for sudden occurrence must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **UTAH USED OIL POLLUTION LIABILITY ENDORSEMENT FOR SUDDEN OCCURRENCE**

1. The INSURER certifies that the POLICY [policy number] to which the endorsement is attached provides liability insurance covering environmental pollution legal liability for bodily injury and property damage in accordance with the INSURED's obligation to demonstrate responsibility under Utah Code Annotated 19-6-706 and Utah Administrative Code (UAC) R315-15-10, the "RULES". This coverage applies at [list EPA Identification Number, name, and address for each facility] for sudden accidental occurrences. The limits of liability are 1,000,000 US dollars for each sudden occurrence and 2,000,000 US dollars annual aggregate limits for sudden occurrence of the INSURER's liability, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (h) of this Paragraph 2 as they apply to the RULES are hereby amended to conform with subsections (a) through (h):

(a) Bankruptcy or insolvency of the INSURED shall not relieve the INSURER of its obligations under the POLICY to which this endorsement is attached.

(b) The INSURER is liable for the payment of amounts within any deductible, retention, self-insured retention (SIR), or reserve applicable to the POLICY, with a right of reimbursement by the INSURED for any such payment made by the INSURER. This provision does not apply with respect to that amount of any deductible, retention, self-insured retention (SIR), or reserve for which coverage is demonstrated as specified in Section R315-15-12.

(c) Whenever requested by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah, the INSURER agrees to furnish to the EXECUTIVE SECRETARY a signed duplicate original of the POLICY and all endorsements.

(d) Cancellation of this endorsement, whether by the INSURER, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the used oil management facility, will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(f) It is agreed that this ENDORSEMENT and all POLICY provisions related to this ENDORSEMENT shall be construed pursuant to the laws of the State of Utah and that in the event of the failure of the INSURER to pay any amount claimed to be due hereunder, the INSURER and the INSURED will submit to the jurisdiction of the State of Utah, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this POLICY shall be determined in accordance with the law and practice of the State of Utah (notwithstanding Utah's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER's right to remove an action to a United States District Court in the District of Utah.

(g) Endorsement(s) added to, or removed from the POLICY that have the effect of affecting the environmental pollution liability language, directly or indirectly, shall be approved in writing by the EXECUTIVE SECRETARY before said endorsement(s) become effective.

(h) INSURER or INSURED shall not contest the use of "drafting history" in a judicial interpretation of this ENDORSEMENT and the POLICY.

Attached to and forming part of POLICY No. [insert here] issued by [insurance company name in the state in which it is licensed to do business], herein called the INSURER, of [address of insurance company named above] to [name of company being permitted] this [insert here] day of [month], [year]. The effective date of said POLICY is [insert here] day of [month], [year].

I hereby certify that the wording of this endorsement is identical to the wording supplied by the EXECUTIVE SECRETARY, and that the INSURER is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines INSURER, in one or more States.

[Signature of Authorized Representative of INSURER]

[Type name]

[Title], Authorized Representative of [name of INSURER]

[Address of Representative/contact telephone number]

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[Form 17.8, "USED OIL POLLUTION LIABILITY ENDORSEMENT FOR NON-SUDDEN OCCURRENCES" The used oil pollution liability endorsement for non-sudden occurrence must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **UTAH USED OIL POLLUTION LIABILITY ENDORSEMENT NON-SUDDEN OCCURRENCES**

1. The INSURER certifies that the POLICY [policy number] to which the endorsement is attached provides liability insurance covering environmental pollution legal liability for bodily injury and property damage in accordance with the INSURED's obligation to demonstrate responsibility under Utah Code Annotated 19-6-706 and Utah Administrative Code (UAC) R315-15-10, the "RULES". This coverage applies at [list EPA Identification Number, name, and address for each facility] for non-sudden accidental occurrences. The limits of liability are 3,000,000 US dollars each non-sudden occurrence and 6,000,000 US dollars annual aggregate limits for non-sudden occurrence of the INSURER's liability, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (h) of this Paragraph 2 as they apply to the RULES are hereby amended to conform with subsections (a) through (h):

(a) Bankruptcy or insolvency of the INSURED shall not relieve the INSURER of its obligations under the POLICY to which this endorsement is attached.

(b) The INSURER is liable for the payment of amounts within any deductible, retention, self-insured retention (SIR), or reserve applicable to the POLICY, with a right of reimbursement by the INSURED for any such payment made by the INSURER. This provision does not apply with respect to that amount of any deductible, retention, self-insured retention (SIR), or reserve for which coverage is demonstrated as specified in Section R315-15-12.

(c) Whenever requested by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah, the INSURER agrees to furnish to the EXECUTIVE SECRETARY a signed duplicate original of the POLICY and all endorsements.

(d) Cancellation of this endorsement, whether by the INSURER, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the used oil management facility, will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(f) It is agreed that this ENDORSEMENT and all POLICY provisions related to this ENDORSEMENT shall be construed pursuant to the laws of the State of Utah and that in the event of the failure of the INSURER to pay any amount claimed to be due hereunder, the INSURER and the INSURED will submit to the jurisdiction of the State of Utah, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this POLICY shall be determined in accordance with the law and practice of the State of Utah (notwithstanding Utah's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER's right to remove an action to a United States District Court in the District of Utah.

(g) Endorsement(s) added to, or removed from the POLICY that have the effect of affecting the environmental pollution liability language, directly or indirectly, shall be approved in writing by the EXECUTIVE SECRETARY before said endorsement(s) become effective.

(h) INSURER or INSURED shall not contest the use of "drafting history" in a judicial interpretation of this ENDORSEMENT and the POLICY.

Attached to and forming part of POLICY No. [insert here] issued by [insurance company name in the state in which it is licensed to do business], herein called the INSURER, of [address of insurance company named above] to [name of company being permitted] this [insert here] day of [month], [year]. The effective date of said POLICY is [insert here] day of [month], [year].

I hereby certify that the wording of this endorsement is identical to the wording supplied by the EXECUTIVE SECRETARY, and that the INSURER is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines INSURER, in one or more States.

[Signature of Authorized Representative of INSURER]

[Type name]

[Title], Authorized Representative of [name of INSURER]

[Address of Representative/contact telephone number]



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[Form 17.9, "USED OIL POLLUTION LIABILITY ENDORSEMENT FOR COMBINED SUDDEN AND NON-SUDDEN OCCURRENCE" The used oil pollution liability endorsement combined for sudden and non-sudden occurrence must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

**UTAH USED OIL POLLUTION LIABILITY ENDORSEMENT COMBINED  
SUDDEN AND NON-SUDDEN OCCURRENCE**

1. The INSURER certifies that the POLICY [policy number] to which the endorsement is attached provides liability insurance covering environmental pollution legal liability for bodily injury and property damage in accordance with the INSURED's obligation to demonstrate responsibility under Utah Code Annotated 19-6-706 and Utah Administrative Code (UAC) R315-15-10, the "RULES". This coverage applies at [list EPA Identification Number, name, and address for each facility] for combined sudden and non-sudden accidental occurrences. The limits of liability for combined sudden and non-sudden are 4,000,000 US dollars each occurrence and 8,000,000 US dollars annual aggregate limits of the INSURER's liability, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (h) of this Paragraph 2 as they apply to the RULES are hereby amended to conform with subsections (a) through (h):

(a) Bankruptcy or insolvency of the INSURED shall not relieve the INSURER of its obligations under the POLICY to which this endorsement is attached.

(b) The INSURER is liable for the payment of amounts within any deductible, retention, self-insured retention (SIR), or reserve applicable to the POLICY, with a right of reimbursement by the INSURED for any such payment made by the INSURER. This provision does not apply with respect to that amount of any deductible, retention, self-insured retention (SIR), or reserve for which coverage is demonstrated as specified in Section R315-15-12.

(c) Whenever requested by the Executive Secretary of the Solid and Hazardous Waste Control Board of the State of Utah, the INSURER agrees to furnish to the EXECUTIVE SECRETARY a signed duplicate original of the POLICY and all endorsements.

(d) Cancellation of this endorsement, whether by the INSURER, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the used oil management facility, will be effective only upon written notice

and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the EXECUTIVE SECRETARY for those facility(ies) which are located in Utah.

(f) It is agreed that this ENDORSEMENT and all POLICY provisions related to this ENDORSEMENT shall be construed pursuant to the laws of the State of Utah and that in the event of the failure of the INSURER to pay any amount claimed to be due hereunder, the INSURER and the INSURED will submit to the jurisdiction of the State of Utah, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this POLICY shall be determined in accordance with the law and practice of the State of Utah (notwithstanding Utah's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER's right to remove an action to a United States District Court in the District of Utah.

(g) Endorsement(s) added to, or removed from the POLICY that have the effect of affecting the environmental pollution liability language, directly or indirectly, shall be approved in writing by the EXECUTIVE SECRETARY before said endorsement(s) become effective.

(h) INSURER or INSURED shall not contest the use of "drafting history" in a judicial interpretation of this ENDORSEMENT and the POLICY.

Attached to and forming part of POLICY No. [insert here] issued by [insurance company name in the state in which it is licensed to do business], herein called the INSURER, of [address of insurance company named above] to [name of company being permitted] this [insert here] day of [month], [year]. The effective date of said POLICY is [insert here] day of [month], [year].

I hereby certify that the wording of this endorsement is identical to the wording supplied by the EXECUTIVE SECRETARY, and that the INSURER is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines INSURER, in one or more States.

[Signature of Authorized Representative of INSURER]

[Type name]

[Title], Authorized Representative of [name of INSURER]

[Address of Representative/contact telephone number]

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[Form 17.10, "LETTER OF CREDIT FOR THIRD-PARTY DAMAGES FROM ENVIRONMENTAL POLLUTION LIABILITY WITH OPTIONAL STANDBY TRUST AGREEMENT TO BE USED BY TRANSFER/PROCESSOR/RE-REFINER/OFF-SPECIFICATION BURNER FACILITY" The letter of credit must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **IRREVOCABLE STANDBY LETTER OF CREDIT**

[Name and Address of Issuing Institution]

[insert the name of the current Executive Secretary] Executive Secretary, Solid and Hazardous Waste Control Board of the State of Utah

Dear Sir or Madam: We hereby establish our Irrevocable Standby Letter of Credit No. [insert here] in the favor of ["any and all third-party liability claimants" or insert name of trustee of the standby trust fund], at the request and for the account of [owner or operator's name and address] for third-party liability awards or settlements up to [in words] U.S. dollars \$[ insert here] per occurrence and the annual aggregate amount of [in words] U.S. dollars \$ [insert here], for sudden accidental occurrences and/or for third-party liability awards or settlements up to the amount of [in words] U.S. dollars \$ [insert here] per occurrence, and the annual aggregate amount of [in words] U.S. dollars \$ [insert here], for non-sudden accidental occurrences available upon presentation of a sight draft bearing reference to this letter of credit No. [insert here], and [insert the following language if the letter of credit is being used without a standby trust fund:]

"(1) a signed certificate reading as follows:

Certificate of Valid Claim

The undersigned, as parties [insert principal] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or non-sudden] accidental occurrence arising from operations of [principal's][transfer, and/or processor, and/or re-refining] facility should be paid in the amount of \$[insert here].

We hereby certify that the claim does not apply to any of the following:

- (a) Bodily injury or property damage for which [insert principal] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert principal] would be obligated to pay in the absence of the contract or agreement.
- (b) Any obligation of [insert principal] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
- (c) Bodily injury to:

(1) An employee of [insert principal] arising from, and in the course of, employment by [insert principal]; or  
(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert principal]. This exclusion applies:

(A) Whether [insert principal] may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.

(e) Property damage to:

(1) Any property owned, rented, or occupied by [insert principal];

(2) Premises that are sold, given away or abandoned by [insert principal] if the property damage arises out of any part of those premises;

(3) Property loaned by [insert principal];

(4) Personal property in the care, custody or control of [insert principal];

(5) That particular part of real property on which [insert principal] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal] are performing operations, if the property damage arises out of these operations. [Signatures] GRANTOR [Signatures] Claimant(s)

or

(2) a valid final court order establishing a judgment against the GRANTOR for bodily injury or property damage caused by sudden or non-sudden accidental occurrences arising from the operation of the GRANTOR's facility or group of facilities."

This letter of credit is effective as of [date] and shall expire on [date] at least one year later], but such expiration date shall be automatically extended for a period of [at least one year] on [date and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify you, the EXECUTIVE SECRETARY and [owner's or operator's name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us. [Insert the following language if a standby trust fund is not being used: In the event that this letter of credit is used in combination with another mechanism for liability coverage, this letter of credit shall be considered [insert "primary" or "excess" coverage].

We certify that the wording of this letter of credit is identical to the wording specified in Utah Administrative Code as such regulations were constituted on the date shown immediately below.

[Signature(s) and title(s) of official(s) of issuing institution]  
[Date].

This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"].

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[Form 17.11, "PAYMENT BOND FOR THIRD-PARTY DAMAGES FROM ENVIRONMENTAL POLLUTION LIABILITY TO BE USED BY TRANSFER / PROCESSOR / RE-REFINER / OFF-SPECIFICATION BURNER FACILITY" A surety bond must be worded as follows: except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.]

	Sudden accidental occurrences	Non-sudden accidental occurrences
Penal Sum Per occurrences	[insert amount or none]	[insert amount or none]
Annual Aggregate	[insert amount or none]	[insert amount or none]

### **Payment Bond**

Surety Bond No. [Insert number] Parties [Insert name and address of owner or operator], Principal, incorporated in [Insert State of incorporation] of [Insert city and State of principal place of business] and [Insert name and address of surety company(ies)], Surety Company(ies), of [Insert surety(ies) place of business]. EPA Identification Number, name, and address for each facility guaranteed by this bond:

Purpose: This is an agreement between the Surety(ies) and the Principal under which the Surety(ies), its successors and assignees, agree to be responsible for the payment of claims against the Principal for bodily injury and/or property damage to third parties caused by ["sudden" and/or "non-sudden"] accidental occurrences arising from operations of the facility or group of facilities in the sums prescribed herein; subject to the governing provisions and the following conditions. Governing Provisions:

- (1) Used Oil Management Act, as amended
- (2) Utah Administrative Code R315-15.

Conditions:

(1) The Principal is subject to the applicable governing provisions that require the Principal to have and maintain liability coverage for bodily injury and property damage to third parties caused by ["sudden" and/or "non-sudden"] accidental occurrences arising from operations of the facility or group of facilities. Such obligation does not apply to any of the following:

- (a) Bodily injury or property damage for which [insert principal] is obligated to pay damages by reason of the assumption of liability in a contract or

agreement. This exclusion does not apply to liability for damages that [insert principal] would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of [insert principal] under a workers' compensation, disability benefits, or unemployment compensation law or similar law.

(c) Bodily injury to:

(1) An employee of [insert principal] arising from, and in the course of, employment by [insert principal]; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert principal]. This exclusion applies:

(A) Whether [insert principal] may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft.

(e) Property damage to:

(1) Any property owned, rented, or occupied by [insert principal];

(2) Premises that are sold, given away or abandoned by [insert principal] if the property damage arises out of any part of those premises;

(3) Property loaned by [insert principal];

(4) Personal property in the care, custody or control of [insert principal];

(5) That particular part of real property on which [insert principal] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal] are performing operations, if the property damage arises out of these operations.

(2) This bond assures that the Principal will satisfy valid third party liability claims, as described in condition 1.

(3) If the Principal fails to satisfy a valid third party liability claim, as described above, the Surety(ies) becomes liable on this bond obligation.

(4) The Surety(ies) shall satisfy a third party liability claim only upon the receipt of one of the following documents:

(a) Certification from the Principal and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows,

except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

"Certification of Valid Claim

The undersigned, as parties [insert name of Principal] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or non-sudden] accidental occurrence arising from operating [Principal's] [transfer, and/or processor, and/or re-refining, and/or off-specification burner] facility should be paid in the amount of \$[insert here].

[Signature] Principal

[Notary]

[Date]

[Signature(s)] Claimant(s)

[Notary]

[Date]

or

(b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or non-sudden accidental occurrences arising from the operation of the Principal's facility or group of facilities. "

(5) In the event of combination of this bond with another mechanism for liability coverage, this bond will be considered [insert "primary" or "excess"] coverage.

(6) The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum, provided that the Surety(ies) furnish(es) notice to the EXECUTIVE SECRETARY forthwith of all claims filed and payments made by the Surety(ies) under this bond.

(7) The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the EXECUTIVE SECRETARY provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal and the EXECUTIVE SECRETARY as evidenced by the return receipt.

(8) The Principal may terminate this bond by sending written notice to the Surety(ies) and to the EXECUTIVE SECRETARY in which the bonded facility(ies) is (are) located.



(9) The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

(10) This bond is effective from [insert date] (12:01 a.m., standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as described above. In Witness Whereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in Administrative Code R315-15 as such regulations were constituted on the date this bond was executed.

PRINCIPAL [Signature(s)]

[Name(s)]

[Title(s)]

[Corporate Seal]

CORPORATE SURETY[IES] [Name and address] State of incorporation: [insert here]

Liability Limit: \$[insert here] [Signature(s)] [Name(s) and title(s)] [Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.] Bond premium: \$ [insert here].

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[Form 17.12, "TRUST AGREEMENT FOR THIRD-PARTY DAMAGES FROM ENVIRONMENTAL POLLUTION LIABILITY TO BE USED BY TRANSFER / PROCESSOR / RE-REFINER / OFF-SPECIFICATION BURNER FACILITY" A trust agreement must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

## **TRUST AGREEMENT**

Trust Agreement, the "AGREEMENT," entered into as of [date] by and between [name of the owner or operator] a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "GRANTOR," and [name of corporate trustee], [insert "incorporated in the State of \_\_\_\_\_" or "a national bank" or "national association" (charter number, if national association)], the "TRUSTEE" Whereas, the Solid and Hazardous Waste Control Board of the State of Utah, the "BOARD", has established certain regulations applicable to the GRANTOR, requiring that an owner or operator of a used oil management facility or group of facilities must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or non-sudden accidental occurrences arising from operations of the facility or group of facilities. Whereas, the GRANTOR has elected to establish a trust to assure all or part of such financial responsibility for the facilities identified herein. Whereas, the GRANTOR, acting through its duly authorized officers, has selected the TRUSTEE to be the trustee under this agreement, and the TRUSTEE is willing to act as trustee. Now, therefore, the GRANTOR and the TRUSTEE agree as follows:

### **Section 1. Definitions. As used in this AGREEMENT:**

- (a) The term "GRANTOR" means the owner or operator who enters into this AGREEMENT and any successors or assigns of the GRANTOR.
- (b) The term "TRUSTEE" means the TRUSTEE who enters into this AGREEMENT and any successor TRUSTEE.

**Section 2. Identification of Facilities.** This agreement pertains to the facilities identified on attached SCHEDULE A [on SCHEDULE A, for each facility list the EPA Identification Number, name, and address of the facility(ies) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this AGREEMENT].

**Section 3. Establishment of FUND.** The GRANTOR and the TRUSTEE hereby establish a trust fund, hereinafter the "FUND," for the benefit of any and all third parties injured or damaged by [sudden and/or non-sudden] accidental occurrences arising from operation of the facility(ies) covered by this guarantee, in the amounts of [insert here up to \$1 million] per

occurrence and [insert here up to \$2 million] annual aggregate for sudden accidental occurrences and [insert here up to \$3 million] per occurrence and [insert here up to \$6 million] annual aggregate for nonsudden occurrences, except that the FUND is not established for the benefit of third parties for the following:

- (a) Bodily injury or property damage for which [insert GRANTOR] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert GRANTOR] would be obligated to pay in the absence of the contract or agreement.
- (b) Any obligation of [insert GRANTOR] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
- (c) Bodily injury to:
  - (1) An employee of [insert GRANTOR] arising from, and in the course of, employment by [insert GRANTOR]; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert GRANTOR]. This exclusion applies:
    - (A) Whether [insert GRANTOR] may be liable as an employer or in any other capacity; and
    - (B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).
- (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
- (e) Property damage to:
  - (1) Any property owned, rented, or occupied by [insert GRANTOR];
  - (2) Premises that are sold, given away or abandoned by [insert GRANTOR] if the property damage arises out of any part of those premises;
  - (3) Property loaned by [insert GRANTOR];
  - (4) Personal property in the care, custody or control of [insert GRANTOR];
  - (5) That particular part of real property on which [insert GRANTOR] or any contractors or subcontractors working directly or indirectly on behalf of [insert GRANTOR] are performing operations, if the property damage arises out of these operations.

In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The FUND is established initially as consisting of the property, which is acceptable to the TRUSTEE, described in SCHEDULE B attached hereto. Such property and any other property subsequently transferred to the TRUSTEE is referred to as the FUND, together with all earnings and profits thereon, less any payments or distributions made by the TRUSTEE pursuant to this AGREEMENT. The FUND shall be held by the TRUSTEE, IN TRUST, as hereinafter provided. The TRUSTEE shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any

duty to collect from the GRANTOR, any payments necessary to discharge any liabilities of the GRANTOR established by the BOARD.

Section 4. Payment for Bodily Injury or Property Damage. The TRUSTEE shall satisfy a third party liability claim by making payments from the FUND only upon receipt of one of the following documents:

(a) Certification from the GRANTOR and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

"Certification of Valid Claim

The undersigned, as parties [insert GRANTOR] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or non-sudden] accidental occurrence arising from operating [GRANTOR's] used oil management facility should be paid in the amount of \$[ insert here]. [Signatures] GRANTOR [Signatures] Claimant(s)

or

(b) A valid final court order establishing a judgment against the GRANTOR for bodily injury or property damage caused by sudden or non-sudden accidental occurrences arising from the operation of the GRANTOR's facility or group of facilities."

Section 5. Payments Comprising the FUND. Payments made to the TRUSTEE for the FUND shall consist of cash or securities acceptable to the TRUSTEE.

Section 6. TRUSTEE Management. The TRUSTEE shall invest and reinvest the principal and income, in accordance with general investment policies and guidelines which the GRANTOR may communicate in writing to the TRUSTEE from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the FUND, the TRUSTEE shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstance then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the GRANTOR, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held unless they are securities or other obligations of the Federal or a State government;

(ii) The TRUSTEE is authorized to invest the FUND in time or demand deposits of the TRUSTEE, to the extent insured by an agency of the Federal or State government; and

(iii) The TRUSTEE is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The TRUSTEE is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the FUND to any common commingled, or collective trust fund created by the TRUSTEE in which the fund is 33 eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 81a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the TRUSTEE. The TRUSTEE may vote such shares in its discretion.

Section 8. Express Powers of TRUSTEE. Without in any way limiting the powers and discretions conferred upon the TRUSTEE by the other provisions of this AGREEMENT or by law, the TRUSTEE is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the TRUSTEE shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the FUND in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the TRUSTEE in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the TRUSTEE shall at all times show that all such securities are part of the FUND;
- (d) To deposit any cash in the FUND in interest-bearing accounts maintained or savings certificates issued by the TRUSTEE, in its separate corporate capacity, or in any other banking institution affiliated with the TRUSTEE, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the FUND.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the FUND and all brokerage commissions incurred by the FUND shall be paid from the FUND. All other expenses incurred by the TRUSTEE in connection with the administration of this Trust, including fees for legal services rendered to the TRUSTEE, the compensation of the TRUSTEE to the extent not paid directly by the GRANTOR, and all other proper charges and disbursements of the TRUSTEE shall be paid from the FUND.

Section 10. Annual Valuations. The TRUSTEE shall annually, at least 30 days prior to the anniversary date of establishment of the FUND, furnish to the GRANTOR and to the appropriate EXECUTIVE SECRETARY a statement confirming the value of the Trust. Any securities in the FUND shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the FUND. The failure of the GRANTOR to object in writing to the TRUSTEE within 90 days after the statement has been furnished to the GRANTOR and the EXECUTIVE SECRETARY shall constitute a conclusively binding assent by the GRANTOR barring the GRANTOR from asserting any claim or liability against the TRUSTEE with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The TRUSTEE may from time to time consult with counsel, who may be counsel to the GRANTOR with respect to any question arising as to the construction of this AGREEMENT or any action to be taken hereunder. The TRUSTEE shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. TRUSTEE Compensation. The TRUSTEE shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the GRANTOR.

Section 13. Successor TRUSTEE. The TRUSTEE may resign or the GRANTOR may replace the TRUSTEE, but such resignation or replacement shall not be effective until the GRANTOR has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the TRUSTEE hereunder. Upon the successor trustee's acceptance of the appointment, the TRUSTEE shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the FUND. If for any reason the GRANTOR cannot or does not act in the event of the resignation of the TRUSTEE, the TRUSTEE may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the GRANTOR, the EXECUTIVE SECRETARY and the present TRUSTEE by certified mail 10 days before such change becomes effective. Any expenses incurred by the TRUSTEE as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the TRUSTEE. All orders, requests, and instructions by the GRANTOR to the TRUSTEE shall be in writing, signed by such persons as are designated in

the attached EXHIBIT A or such other designees as the GRANTOR may designate by amendments to EXHIBIT A. The TRUSTEE shall be fully protected in acting without inquiry in accordance with the GRANTOR's orders, requests, and instructions. All orders, requests, and instructions by the EXECUTIVE SECRETARY to the TRUSTEE shall be in writing, signed by the EXECUTIVE SECRETARY or their designees, and the TRUSTEE shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The TRUSTEE shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the GRANTOR or EXECUTIVE SECRETARY hereunder has occurred. The TRUSTEE shall have no duty to act in the absence of such orders, requests, and instructions from the GRANTOR and/or EXECUTIVE SECRETARY except as provided for herein.

Section 15. Notice of Nonpayment. If a payment for bodily injury or property damage is made under Section 4 of this trust, the TRUSTEE shall notify the GRANTOR of such payment and the amount(s) thereof within five (5) working days. The GRANTOR shall, on or before the anniversary date of the establishment of the FUND following such notice, either make payments to the TRUSTEE in amounts sufficient to cause the trust to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the TRUSTEE that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the trust to its value prior to the payment of claims. If the GRANTOR does not either make payments to the TRUSTEE or provide the TRUSTEE with such proof, the TRUSTEE shall within 10 working days after the anniversary date of the establishment of the FUND provide a written notice of nonpayment to the EXECUTIVE SECRETARY.

Section 16. Amendment of Agreement. This AGREEMENT may be amended by an instrument in writing executed by the GRANTOR, the TRUSTEE, and the appropriate EXECUTIVE SECRETARY or by the TRUSTEE and the appropriate EXECUTIVE SECRETARY if the GRANTOR ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this AGREEMENT as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the GRANTOR, the TRUSTEE, and the EXECUTIVE SECRETARY or by the TRUSTEE and the EXECUTIVE SECRETARY if the GRANTOR ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the GRANTOR. The EXECUTIVE SECRETARY will agree to termination of the Trust when the owner or operator substitutes alternate financial assurance as specified in this section.

Section 18. Immunity and Indemnification. The TRUSTEE shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the GRANTOR or the EXECUTIVE SECRETARY issued in accordance with this AGREEMENT. The TRUSTEE shall be

indemnified and saved harmless by the GRANTOR or from the Trust FUND, or both, from and against any personal liability to which the TRUSTEE may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the GRANTOR fails to provide such defense.

Section 19. Choice of Law. This AGREEMENT shall be administered, construed, and enforced according to the laws of the State of Utah.

Section 20. Interpretation. As used in this AGREEMENT, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this AGREEMENT shall not affect the interpretation or the legal efficacy of this AGREEMENT.

In Witness Whereof the parties have caused this AGREEMENT to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this AGREEMENT is identical to the wording specified in Utah Administrative Code R315-15 as such regulations were constituted on the date first above written.

[Signature of GRANTOR]

[Title]

Attest:

[Title] [Seal]

[Signature of TRUSTEE] Attest: [Title] [Seal]



[Example Certificate of Acknowledgement]

State of [insert here] County of [insert here]

On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of Notary Public]

[Date]

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[Form 17.13, "STANDBY TRUST AGREEMENT, IF AND WHEN APPLICABLE TO CERTAIN FINANCIAL MECHANISMS ASSOCIATED WITH THIRD-PARTY DAMAGES FROM ENVIRONMENTAL POLLUTION LIABILITY REQUIRING A STANDBY TRUST AGREEMENT TO BE USED BY TRANSFER/PROCESSOR/RE-REFINER/OFFSPECIFICATION BURNER FACILITY" A standby trust agreement must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

## **STANDBY TRUST AGREEMENT**

Trust Agreement, the "AGREEMENT," entered into as of [date] by and between [name of the owner or operator] a [name of a State] [insert "corporation," "partnership," "association," or "proprietorship"], the "GRANTOR," and [name of corporate trustee], [insert "incorporated in the State of \_\_\_\_\_" or "a national bank" or "national association" (charter number, if national association)], the "TRUSTEE". Whereas the Solid and Hazardous Waste Control Board of the State of Utah, the "BOARD", has established certain regulations applicable to the GRANTOR, requiring that an owner or operator of a used oil management facility or group of facilities must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or non-sudden accidental occurrences arising from operations of the facility or group of facilities. Whereas, the GRANTOR has elected to establish a standby trust into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibility for the facilities identified herein. Whereas, the GRANTOR, acting through its duly authorized officers, has selected the TRUSTEE to be the trustee under this agreement, and the TRUSTEE is willing to act as trustee. Now, therefore, the GRANTOR and the TRUSTEE agree as follows:

### **Section 1. Definitions. As used in this AGREEMENT:**

- (a) The term "GRANTOR" means the owner or operator who enters into this AGREEMENT and any successors or assigns of the GRANTOR.
- (b) The term "TRUSTEE" means the TRUSTEE who enters into this AGREEMENT and any successor TRUSTEE.

**Section 2. Identification of Facilities.** This agreement pertains to the facilities identified on attached SCHEDULE A [on SCHEDULE A, for each facility list the EPA Identification Number, name, and address of the facility(ies) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this AGREEMENT].

Section 3. Establishment of FUND. The GRANTOR and the TRUSTEE hereby establish a standby trust fund, hereafter the "FUND," for the benefit of any and all third parties injured or damaged by [sudden and/or non-sudden] accidental occurrences arising from operation of the facility(ies) covered by this guarantee, in the amounts of [insert here up to \$1 million] per occurrence and [insert here up to \$2 million] annual aggregate for sudden accidental occurrences and [insert here up to \$3 million] per occurrence and [insert here up to \$6 million] annual aggregate for non-sudden occurrences, except that the FUND is not established for the benefit of third parties for the following:

- (a) Bodily injury or property damage for which [insert GRANTOR] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert GRANTOR] would be obligated to pay in the absence of the contract or agreement.
- (b) Any obligation of [insert GRANTOR] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
- (c) Bodily injury to:
  - (1) An employee of [insert GRANTOR] arising from, and in the course of, employment by [insert GRANTOR]; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert GRANTOR]. This exclusion applies:
    - (A) Whether [insert GRANTOR] may be liable as an employer or in any other capacity; and
    - (B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).
- (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
- (e) Property damage to:
  - (1) Any property owned, rented, or occupied by [insert GRANTOR];
  - (2) Premises that are sold, given away or abandoned by [insert GRANTOR] if the property damage arises out of any part of those premises;
  - (3) Property loaned by [insert GRANTOR];
  - (4) Personal property in the care, custody or control of [insert GRANTOR];
  - (5) That particular part of real property on which [insert GRANTOR] or any contractors or subcontractors working directly or indirectly on behalf of [insert GRANTOR] are performing operations, if the property damage arises out of these operations.

In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The FUND is established initially as consisting of the proceeds of the letter of credit deposited into the FUND. Such proceeds and any other property subsequently transferred to the TRUSTEE is referred to as the FUND, together with all earnings and profits thereon, less any payments or distributions made by the

TRUSTEE pursuant to this AGREEMENT. The FUND shall be held by the TRUSTEE, IN TRUST, as hereinafter provided. The TRUSTEE shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the GRANTOR, any payments necessary to discharge any liabilities of the GRANTOR established by the BOARD.

Section 4. Payment for Bodily Injury or Property Damage. The TRUSTEE shall satisfy a third party liability claim by drawing on the letter of credit described in SCHEDULE B and by making payments from the FUND only upon receipt of one of the following documents:

(a) Certification from the GRANTOR and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

"Certification of Valid Claim"

The undersigned, as parties [insert GRANTOR] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or non-sudden] accidental occurrence arising from operating [GRANTOR's] [insert all as applicable: transfer, processor, re-refiner] used oil management facility should be paid in the amount of \$[ insert here].

[Signature] GRANTOR

[Signatures] Claimant(s)

or

(b) A valid final court order establishing a judgment against the GRANTOR for bodily injury or property damage caused by sudden or non-sudden accidental occurrences arising from the operation of the GRANTOR's facility or group of facilities.

Section 5. Payments Comprising the FUND. Payments made to the TRUSTEE for the FUND shall consist of the proceeds from the [insert financial mechanism type] drawn upon by the TRUSTEE in accordance with the requirements of Utah Administrative Code R315-15 and Section 4 of this AGREEMENT.

Section 6. TRUSTEE Management. The TRUSTEE shall invest and reinvest the principal and income, in accordance with general investment policies and guidelines which the GRANTOR may communicate in writing to the TRUSTEE from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the FUND, the TRUSTEE shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (i) Securities or other obligations of the GRANTOR, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The TRUSTEE is authorized to invest the FUND in time or demand deposits of the TRUSTEE, to the extent insured by an agency of the Federal or a State government; and
- (iii) The TRUSTEE is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The TRUSTEE is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the FUND to any common, commingled, or collective trust fund created by the TRUSTEE in which the FUND is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the TRUSTEE. The TRUSTEE may vote such shares in its discretion.

Section 8. Express Powers of TRUSTEE. Without in any way limiting the powers and discretions conferred upon the TRUSTEE by the other provisions of this AGREEMENT or by law, the TRUSTEE is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the TRUSTEE shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the FUND in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the TRUSTEE in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and

records of the TRUSTEE shall at all times show that all such securities are part of the FUND;

(d) To deposit any cash in the FUND in interest-bearing accounts maintained or savings certificates issued by the TRUSTEE, in its separate corporate capacity, or in any other banking institution affiliated with the TRUSTEE, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the FUND.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the FUND and all brokerage commissions incurred by the FUND shall be paid from the FUND. All other expenses incurred by the TRUSTEE in connection with the administration of this Trust, including fees for legal services rendered to the TRUSTEE, the compensation of the TRUSTEE to the extent not paid directly by the GRANTOR, and all other proper charges and disbursements to the TRUSTEE shall be paid from the FUND.

Section 10. Advice of Counsel. The TRUSTEE may from time to time consult with counsel, who may be counsel to the GRANTOR, with respect to any question arising as to the construction of this AGREEMENT or any action to be taken hereunder. The TRUSTEE shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. TRUSTEE Compensation. The TRUSTEE shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the GRANTOR.

Section 12. Successor TRUSTEE. The TRUSTEE may resign or the GRANTOR may replace the TRUSTEE, but such resignation or replacement shall not be effective until the GRANTOR has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the TRUSTEE hereunder. Upon the successor trustee's acceptance of the appointment; the TRUSTEE shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the FUND. If for any reason the GRANTOR cannot or does not act in the event of the resignation of the TRUSTEE, the TRUSTEE may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the GRANTOR, the EXECUTIVE SECRETARY and the present TRUSTEE by certified mail 10 days before such change becomes effective. Any expenses incurred by the TRUSTEE as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 13. Instructions to the TRUSTEE. All orders, requests, certifications of valid claims, and instructions to the TRUSTEE shall be in writing, signed by such persons as are designated in the attached EXHIBIT A or such other designees as the GRANTOR may designate by amendments to EXHIBIT A. The TRUSTEE shall be fully protected in acting without inquiry

in accordance with the GRANTOR's orders, requests, and instructions. The TRUSTEE shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the GRANTOR or the EXECUTIVE SECRETARY hereunder has occurred. The TRUSTEE shall have no duty to act in the absence of such orders, requests, and instructions from the GRANTOR and/or EXECUTIVE SECRETARY except as provided for herein.

Section 14. Amendment of Agreement. This AGREEMENT may be amended by an instrument in writing executed by the GRANTOR, the TRUSTEE, and the EXECUTIVE SECRETARY or by the TRUSTEE and the EXECUTIVE SECRETARY if the GRANTOR ceases to exist.

Section 15. Irrevocability and Termination. Subject to the right of the parties to amend this AGREEMENT as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the GRANTOR, the TRUSTEE, and the EXECUTIVE SECRETARY or by the TRUSTEE and the EXECUTIVE SECRETARY if the GRANTOR ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be paid to the GRANTOR. The EXECUTIVE SECRETARY will agree to termination of the Trust when the owner or operator substitutes alternative financial assurance as specified in this section.

Section 16. Immunity and indemnification. The TRUSTEE shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the GRANTOR and the EXECUTIVE SECRETARY issued in accordance with this AGREEMENT. The TRUSTEE shall be indemnified and saved harmless by the GRANTOR or from the Trust FUND, or both, from and against any personal liability to which the TRUSTEE may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the GRANTOR fails to provide such defense.

Section 17. Choice of Law. This AGREEMENT shall be administered, construed, and enforced according to the laws of the State of Utah.

Section 18. Interpretation. As used in this AGREEMENT, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this AGREEMENT shall not affect the interpretation of the legal efficacy of this AGREEMENT.

In Witness Whereof the parties have caused this AGREEMENT to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

The parties below certify that the wording of this AGREEMENT is identical to the wording specified in Utah Administrative Code R315-15 as such regulations were constituted on the date first above written.

[Signature of GRANTOR]

[Title]

Attest:

[Title] [Seal]

[Signature of TRUSTEE] Attest: [Title] [Seal]



[Example Certificate of Acknowledgement]

State of [insert here] County of [insert here]

On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal;

that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of Notary Public]

[Date]

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[Form 17.14, "STANDBY TRUST AGREEMENT, IF AND WHEN APPLICABLE TO CERTAIN FINANCIAL MECHANISMS REQUIRING A STANDBY TRUST AGREEMENT, OTHER THAN LIABILITY, TO BE USED BY TRANSFER/PROCESSOR/REREFINER/OFF-SPECIFICATION BURNER FACILITY"

The standby trust agreement for a trust fund must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

### **STANDBY TRUST AGREEMENT**

Trust Agreement, the "AGREEMENT," entered into as of [date] by and between [name of the owner or operator], a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "GRANTOR," and [name of corporate trustee], [insert "incorporated in the State of \_\_\_\_\_" or "a national bank" or "national association" (charter number, if national association)], the "TRUSTEE." Whereas, the Solid and Hazardous Waste Control Board of the State of Utah, the "BOARD", has established certain regulations applicable to the GRANTOR, requiring that an owner or operator of a used oil management facility shall provide assurance that funds will be available when needed for cleanup and closure of the facilities, Whereas, the GRANTOR has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein, Whereas, the GRANTOR, acting through its duly authorized officers, has selected the TRUSTEE to be the trustee under this agreement, and the TRUSTEE is willing to act as trustee, Now, therefore, the GRANTOR and the TRUSTEE agree as follows:

Section 1. Definitions. As used in this AGREEMENT:

- (a) The term "GRANTOR" means the owner or operator who enters into this AGREEMENT and any successors or assigns of the GRANTOR.
- (b) The term "TRUSTEE" means the TRUSTEE who enters into this AGREEMENT and any successor TRUSTEE.
- (c) The term "BENEFICIARY" means the EXECUTIVE SECRETARY of the Solid and Hazardous Waste Control Board of the State of Utah.

Section 2. Identification of Facilities and Cost Estimates. This AGREEMENT pertains to the facilities and cost estimates identified on attached SCHEDULE A [on SCHEDULE A, for each facility list the EPA Identification Number, name, address, and the current cleanup and closure cost estimates, or portions thereof, for which financial assurance is demonstrated by this AGREEMENT].

Section 3. Establishment of FUND. The GRANTOR and the TRUSTEE hereby establish a trust fund, the "FUND," for the benefit of the EXECUTIVE SECRETARY of the BOARD,

the "EXECUTIVE SECRETARY". The GRANTOR and the TRUSTEE intend that no third party have access to the FUND except as herein provided. The FUND is established initially as consisting of the property, which is acceptable to the TRUSTEE, described in SCHEDULE B attached hereto. Such property and any other property subsequently transferred to the TRUSTEE is referred to as the FUND, together with all earnings and profits thereon, less any payments or distributions made by the TRUSTEE pursuant to this AGREEMENT. The FUND shall be held by the TRUSTEE, IN TRUST, as hereinafter provided. The TRUSTEE shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the GRANTOR, any payments necessary to discharge any liabilities of the GRANTOR established by the EXECUTIVE SECRETARY.

Section 4. Payment for Cleanup and Closure. The TRUSTEE shall make payments from the FUND as the EXECUTIVE SECRETARY shall direct, in writing, to provide for the payment of the costs of cleanup and closure of the facilities covered by this AGREEMENT. The TRUSTEE shall reimburse the GRANTOR or other persons as specified by the EXECUTIVE SECRETARY from the FUND for cleanup and closure expenditures in such amounts as the EXECUTIVE SECRETARY shall direct in writing. In addition, the TRUSTEE shall refund to the GRANTOR such amounts as the EXECUTIVE SECRETARY specifies in writing. Upon refund, such funds shall no longer constitute part of the FUND as defined herein.

Section 5. Payments Comprising the FUND. Payments made to the TRUSTEE for the FUND shall consist of cash or securities acceptable to the TRUSTEE.

Section 6. TRUSTEE Management. The TRUSTEE shall invest and reinvest the principal and income of the FUND and keep the FUND invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the GRANTOR may communicate in writing to the TRUSTEE from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the FUND, the TRUSTEE shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the GRANTOR, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The TRUSTEE is authorized to invest the FUND in time or demand deposits of the TRUSTEE, to the extent insured by an agency of the Federal or State government; and
- (c) The TRUSTEE is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The TRUSTEE is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the FUND to any common, commingled, or collective trust fund created by the TRUSTEE in which the FUND is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the TRUSTEE. The TRUSTEE may vote such shares in its discretion.

Section 8. Express Powers of TRUSTEE. Without in any way limiting the powers and discretions conferred upon the TRUSTEE by the other provisions of this AGREEMENT or by law, the TRUSTEE is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the TRUSTEE shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the FUND in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the TRUSTEE in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the TRUSTEE shall at all times show that all such securities are part of the FUND;
- (d) To deposit any cash in the FUND in interest-bearing accounts maintained or savings certificates issued by the TRUSTEE, in its separate corporate capacity, or in any other banking institution affiliated with the TRUSTEE, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the FUND.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the FUND and all brokerage commissions incurred by the FUND shall be paid from the FUND. All other expenses incurred by the TRUSTEE in connection with the administration of this Trust, including fees for legal services rendered to the TRUSTEE, the

compensation of the TRUSTEE to the extent not paid directly by the GRANTOR, and all other proper charges and disbursements of the TRUSTEE shall be paid from the FUND.

Section 10. Annual Valuation. When funds are not present in the TRUST the TRUSTEE shall not be required to perform the annual valuation, otherwise the TRUSTEE shall annually, at least 30 days prior to the anniversary date of establishment of the FUND, furnish to the GRANTOR and to the appropriate EXECUTIVE SECRETARY a statement confirming the value of the Trust. Any securities in the FUND shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the FUND. The failure of the GRANTOR to object in writing to the TRUSTEE within 90 days after the statement has been furnished to the GRANTOR and the EXECUTIVE SECRETARY shall constitute a conclusively binding assent by the GRANTOR, barring the GRANTOR from asserting any claim or liability against the TRUSTEE with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The TRUSTEE may from time to time consult with counsel, who may be counsel to the GRANTOR, with respect to any question arising as to the construction of this AGREEMENT or any action to be taken hereunder. The TRUSTEE shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. TRUSTEE Compensation. The TRUSTEE shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the GRANTOR.

Section 13. Successor TRUSTEE. The TRUSTEE may resign or the GRANTOR may replace the TRUSTEE, but such resignation or replacement shall not be effective until the GRANTOR has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the TRUSTEE hereunder. Upon the successor trustee's acceptance of the appointment, the TRUSTEE shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the FUND. If for any reason the GRANTOR cannot or does not act in the event of the resignation of the TRUSTEE, the TRUSTEE may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the GRANTOR, the EXECUTIVE SECRETARY and the present TRUSTEE by certified mail 10 days before such change becomes effective. Any expenses incurred by the TRUSTEE as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the TRUSTEE. All orders, requests, and instructions by the GRANTOR to the TRUSTEE shall be in writing, signed by such persons as are designated in the attached EXHIBIT A or such other designees as the GRANTOR may designate by amendment to EXHIBIT A. The TRUSTEE shall be fully protected in acting without inquiry

in accordance with the GRANTOR's orders, requests, and instructions. All orders, requests, and instructions by the EXECUTIVE SECRETARY to the TRUSTEE shall be in writing, signed by the EXECUTIVE SECRETARY, or their designees, and the TRUSTEE shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The TRUSTEE shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the GRANTOR or EXECUTIVE SECRETARY hereunder has occurred. The TRUSTEE shall have no duty to act in the absence of such orders, requests, and instructions from the GRANTOR and/or EXECUTIVE SECRETARY, except as provided for herein.

Section 15. Notice of Nonpayment. The TRUSTEE shall notify the GRANTOR and the appropriate EXECUTIVE SECRETARY by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the GRANTOR during that period. After the pay-in period is completed, the TRUSTEE shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This AGREEMENT may be amended by an instrument in writing executed by the GRANTOR, the TRUSTEE, and the EXECUTIVE SECRETARY, or by the TRUSTEE and the appropriate EXECUTIVE SECRETARY if the GRANTOR ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this AGREEMENT as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the GRANTOR, the TRUSTEE, and the EXECUTIVE SECRETARY or by the TRUSTEE and the EXECUTIVE SECRETARY if the GRANTOR ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the GRANTOR.

Section 18. Immunity and Indemnification. The TRUSTEE shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the GRANTOR or the EXECUTIVE SECRETARY issued in accordance with this AGREEMENT. The TRUSTEE shall be indemnified and saved harmless by the GRANTOR or from the Trust FUND, or both, from and against any personal liability to which the TRUSTEE may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the GRANTOR fails to provide such defense.

Section 19. Choice of Law. This AGREEMENT shall be administered, construed, and enforced according to the laws of the State of Utah.

Section 20. Interpretation. As used in this AGREEMENT, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section

of this AGREEMENT shall not affect the interpretation or the legal efficacy of this AGREEMENT.

In Witness Whereof the parties have caused this AGREEMENT to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written:

The parties below certify that the wording of this AGREEMENT is identical to the wording specified by the Executive Secretary.

[Signature of GRANTOR]

[Title]

Attest:

[Title] [Seal]

[Signature of TRUSTEE]

Attest:

[Title] [Seal]

[Example Certificate of Acknowledgement]

State of [insert here] County of [insert here]

On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of Notary Public]

[Date]